

AN ORDINANCE
BY


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01-0-0317

**AN ORDINANCE AUTHORIZING THE MAYOR TO
EXECUTE AN INTERIM FRANCHISE AGREEMENT WITH
TIME WARNER TELECOM OF GEORGIA, L. P., A
DELAWARE LIMITED PARTNERSHIP, FOR THE
PROVISION OF TELECOMMUNICATIONS SERVICES
USING PUBLIC RIGHT-OF-WAY; AND FOR OTHER
PURPOSES**

WHEREAS, Time Warner Telecom of Georgia, L. P., has applied for a franchise to provide telecommunications services on, under, over and through the public right-of-way of the City; and

WHEREAS, the City intends to enact a comprehensive ordinance governing such use of its right-of-way, pursuant to the federal 1996 Telecommunications act, but wishes to provide access to its right-of-way, on an interim and nondiscriminatory basis; and

WHEREAS, Time Warner Telecom of Georgia, L. P., has negotiated an interim franchise agreement with the City which provides such access and preserves the rights of the City until such time as a comprehensive ordinance is enacted;

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA GEORGIA
HEREBY ORDAINS:**

SECTION 1: That the Mayor be and is hereby authorized to execute an interim franchise agreement in substantially similar form as attached, with Time Warner Telecom of Georgia, L. P., for use of the public right-of-way for telecommunications purposes.

SECTION 2: That such interim franchise agreement shall expire and terminate on March 31, 2001.

SECTION 3: That Time Warner Telecom of Georgia, L. P., shall pay a franchise fee of three percent (3%) of gross revenues.

SECTION 4: That the City Attorney shall prepare a franchise agreement document, which shall be approved by the city Attorney as to form.

SECTION 5: That said franchise agreement shall not be binding on the City until approved by the Mayor and delivered to Time Warner Telecom of Georgia, L. P.

INTERIM FRANCHISE AGREEMENT

This **AGREEMENT**, executed as of the ____ day of _____, 2001 (the "Effective Date"), by and between **THE CITY OF ATLANTA, GEORGIA** (hereinafter referred to as the "City"), and **Time Warner Telecom of Georgia, L. P.**, a Delaware corporation, duly organized and validly existing under the laws of the State of Georgia, whose principal place of business is located at 10 Glenlake Parkway, Suite 150, Atlanta, GA 30328 (hereinafter referred to as the "Grantee").

W I T N E S S E T H:

WHEREAS, the City has the authority pursuant to applicable State and local laws to grant franchises and other authorizations for the use and occupancy of the Streets (as hereinafter defined);

WHEREAS, consistent with applicable law, the City desires to manage the Streets and obtain fair and reasonable compensation from Telecommunications Providers (as hereinafter defined) for the use of the Streets on a non-discriminatory basis;

WHEREAS, the Grantee desires to obtain a franchise to use and occupy the Streets for the purpose of constructing and maintaining a Telecommunications System (as hereinafter defined) and providing Telecommunications Services (as hereinafter defined) on a competitively neutral and nondiscriminatory basis in accordance with the Federal Telecommunications Act of 1996, 47 U.S.C. § 151 et. seq.;

WHEREAS, the City intends to exercise, to the fullest extent permitted by applicable law, its authority with respect to the regulation of the occupation and use of the Streets in connection with the provision of Telecommunication Services;

**Large
document
attached**